

BALL JANIK LLP

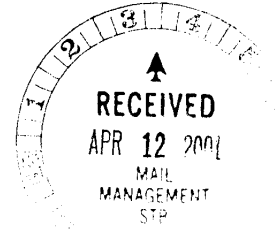
A T T O R N E Y S

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April 12, 2001

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

RECORDATION NO. 9790-J FILED

APR 12 '01 3-80 PM

SURFACE TRANSPORTATION BOARD

Dear Secretary Williams:

I have enclosed two originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Discharge and Termination, a secondary document, dated March 30, 2001. The primary document to which this is connected is recorded under Recordation No. 9790. We request that one copy of this document be recorded under Recordation No. 9790-J.

The name and address of the party to the Discharge and Termination is:

Secured Party:

First Security Bank, N.A.
5416 W. Ameila Earhart
Salt Lake City, UT 84119

A description of the equipment covered by the Discharge and Termination consists of 500 100-ton open-top hopper cars numbered BLE 50300-50799, inclusive (formerly numbered ROCK 700300-700799, inclusive).

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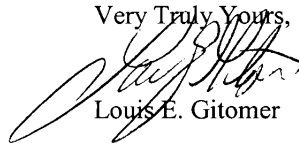
Honorable Vernon A. Williams
April 12, 2001
Page 2

A fee of \$ 28.00 is enclosed. Please return one original to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: a Discharge and Termination by First Security Bank, N.A., 5416 W. Ameila Earhart, Salt Lake City, UT 84119, k covering 500 100-ton open-top hopper cars numbered BLE 50300-50799, inclusive (formerly numbered ROCK 700300-700799, inclusive).

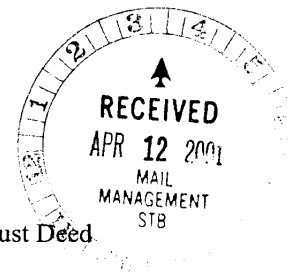
Very Truly Yours,

A handwritten signature in black ink, appearing to read "Louis E. Gitomer", is written over the typed name.

Louis E. Gitomer

Enclosures

DISCHARGE AND TERMINATION



Reference is hereby made to (1) that certain Security Agreement-Trust Deed dated as of June 1, 1978 from The Connecticut Bank and Trust Company ("Connecticut"), as Trustee under a Trust Agreement dated as of June 1, 1978, with Hillman, as Debtor, to First Security Bank of Utah, N.A. ("Utah"), as Secured Party, which was recorded at the Interstate Commerce Commission (the "ICC") on October 24, 1978 under Recordation Number 9790 for 500 100-ton open top hopper cars numbered ROCK 700300-700799, inclusive; (2) that certain Redesignation of Railroad Car Numbers, executed on June 11, 1980, by Connecticut and Utah, which was recorded at the ICC on June 17, 1980 under Recordation Number 9737-B to redesignate the cars numbered ROCK 700300-700799, inclusive, to BLE 50300-50799, inclusive, respectively; (3) that certain Security Agreement - Trust Deed Supplement dated as of May 30, 1980 from Connecticut, as Debtor, to Utah, as Secured Party, which was recorded at the ICC on April 29, 1981 under Recordation Number 9790-B; (4) that certain Equipment Lease, dated as of May 30, 1980, between Connecticut, as Lessor, and Bessemer and Lake Erie Railroad Company, as Lessee, was recorded at the ICC on April 29, 1981 under Recordation Number 9790-C for 500 100-ton open top hopper cars numbered BLE 50300-50799, inclusive; (5) that certain Assignment to and Appointment of Successor Trustee dated as of March 2, 1992 between the Federal Deposit Insurance Corporation, as Receiver of The New Connecticut Bank and Trust Company, National Association (as successor-in-interest to Connecticut) and State Street Bank and Trust Company, which was recorded at the ICC on April 28, 1992 under Recordation Number 9790-D; (6) that certain Assignment and Assumption Agreement dated as of December 15, 1992 from Citicorp Railmark, Inc., as Assignor, to GATX Third Aircraft Corporation ("GATX Third"), as Assignee, which was recorded at the ICC on March 29, 1993 under Recordation Number 9790-E for 496 100-ton open top hopper cars numbered BLE 50300-50799, inclusive (except for cars numbered BLE 50498, 50544, 50580, and 50637) (the "Equipment"); (7) that certain Assignment and Assumption Agreement dated as of March 31, 1993 from GATX Third, as Assignor, to Overseas Partners Leasing, Inc. ("OPL"), as Assignee, which was recorded at the ICC on June 15, 1993 under Recordation Number 9790-F granting OPL a 50 percent undivided interest in the Equipment; (8) that certain Assignment and Assumption Agreement dated as of March 31, 1993 from GATX Capital Corporation ("GATX Capital") and OPL, as Assignors, to OPGAT Ventures, a partnership ("OPGAT"), as Assignee, which was recorded at the ICC on June 15, 1993 under Recordation Number 9790-G granting OPGAT a 100 percent interest in the Equipment; and (9) that certain Assignment and Assumption Agreement dated as of March 31, 1993 from GATX Third, as Assignor, to GATX Capital, as Assignee, which was recorded at the ICC on June 15, 1993 under Recordation Number 9789-E granting GATX Capital a 50 percent undivided interest in the Equipment.

For value received, Utah hereby terminates, releases and discharges the liens, security interests, mortgages and encumbrances on the Equipment evidenced by the Security Agreement-Trust Deed and Security Agreement-Trust Deed Supplement.

RECORDATION NO. 9790-3 FILED

APR 12 '01 1 30 PM

SURFACE TRANSPORTATION BOARD

First Security Bank, N.A. Formerly known as

FIRST SECURITY BANK OF UTAH, N.A., not
personally, but solely as trustee

By: [Signature]
Name: _____
Title: Janeen R. Higgs
Vice President

State of Utah)
) ss.
County of Salt Lake)

On this 30th day of March, 2001, before me, Elizabeth A. Durfee, the
undersigned Notary Public, personally appeared Janeen R. Higgs
personally known to me to be the person who executed the within instrument as
Vice President on behalf of the corporation therein named, and
acknowledged to me that the corporation executed it.

[Signature]
Notary Public
My commission expires:

